

EXHIBIT 2

WEATHERFORD DECLARATION IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

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9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN JOSE DIVISION

13
14 IN RE HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION

Master Docket No. 11-CV-2509-LHK

15 **DEFENDANT APPLE INC.'S AMENDED
RESPONSES TO PLAINTIFFS' SECOND
SET OF INTERROGATORIES**

16 THIS DOCUMENT RELATES TO:
17 ALL ACTIONS
18

**CONFIDENTIAL –
ATTORNEYS' EYES ONLY**

19
20 PROPOUNDING PARTY: PLAINTIFFS

21 RESPONDING PARTY: DEFENDANT APPLE INC.

22 SET NUMBER: SET TWO, INTERROGATORY NOS. 15-20
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**CONFIDENTIAL –
ATTORNEYS' EYES ONLY**

APPLE INC.'S AMENDED RESPONSES TO
SECOND SET OF INTERROGATORIES
NO. 11-CV-2509-LHK

1 Pursuant to Federal Rules of Civil Procedure 26 and 33, Defendant Apple Inc. ("Apple")
2 amends and supplements its responses to Plaintiffs' Second Set of Interrogatories as follows.

3 **GENERAL OBJECTIONS**

4 Apple makes the following general objections whether or not separately set forth in
5 response to each interrogatory and each and every instruction and definition by Plaintiffs:

6 1. Apple's responses to these interrogatories are based on the information presently
7 available to it and upon its investigation to this date. Discovery is ongoing, and Apple reserves
8 the right to supplement or amend these responses and to present additional or other evidence as
9 the matter proceeds.

10 2. Apple objects to each interrogatory to the extent it calls for disclosure of material
11 or information that is subject to the attorney-client privilege, the work-product doctrine, the joint-
12 defense privilege, grand jury, or any other applicable privilege and/or immunity recognized by the
13 Federal Rules of Civil Procedure, federal statute, or any other applicable federal or state rule or
14 law. To the extent that any such privileged or protected information is produced, the production
15 will have been inadvertent and should not be deemed a waiver of any privilege or protection from
16 production.

17 3. Apple objects to each interrogatory to the extent it calls for disclosure of Apple's
18 confidential or proprietary information, trade secrets, research, development, commercial
19 information, or any other competitively sensitive information. Apple also objects to each
20 interrogatory to the extent that it seeks confidential or proprietary information, trade secrets,
21 research, development, commercial information, or any other competitively sensitive information
22 belonging to a third party but entrusted to Apple on conditions of confidentiality and non-
23 disclosure, or joint confidential information of Apple and a third party. To the extent Apple
24 provides or agrees to provide Apple confidential information or other confidential information,
25 Apple does so subject to the terms of the Stipulated Protective Order entered by the Court on
26 January 24, 2012.

27 4. Apple objects to each interrogatory to the extent that it requires responses that
28 would infringe upon the legitimate privacy rights of current or former employees, officers, or

1 directors of Apple, current or former affiliates, related companies, or subsidiaries, or other
2 individuals, to the extent such privacy rights and expectations are protected by law, contract, or
3 public policy.

4 5. Apple objects to each interrogatory to the extent it calls for disclosure of material
5 or information beyond the scope of permissible discovery, seeks information that is not relevant
6 to the subject matter of this lawsuit, or is not reasonably calculated to lead to the discovery of
7 admissible evidence.

8 6. Apple objects to each interrogatory to the extent it is unnecessarily broad or
9 unduly burdensome, and to the extent that it uses vague or ambiguous terms.

10 7. Apple objects to each interrogatory to the extent it calls for disclosure of material
11 or information not within its possession, custody, or control.

12 8. Apple objects to each interrogatory to the extent it calls for disclosure of material
13 or information that is already available to Plaintiffs or Plaintiffs' counsel.

14 9. Apple objects to each interrogatory to the extent that it calls for speculation,
15 opinion, or a legal conclusion.

16 10. Apple objects to each interrogatory to the extent it is compound and, together with
17 the other interrogatories, may exceed the number limit on interrogatories set by Federal Rule of
18 Civil Procedure 33(a).

19 11. Apple objects to each interrogatory to the extent it seeks to impose duties or
20 obligations on Apple exceeding the requirements of the Federal Rules of Civil Procedure or Local
21 Rules of the Northern District of California.

22 12. Apple reserves the right to object to the relevance or admissibility of any responses
23 to these interrogatories.

24 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

25 1. Apple objects to Definition No. 2, defining "Agreement," as vague, ambiguous,
26 and overly broad, and to the extent that it calls for a legal conclusion and assumes facts not in
27 evidence. By responding to these interrogatories, Apple does not concede the existence of any
28 agreement alleged in the Consolidated Amended Complaint or any other bilateral or multilateral

1 agreement.

2 2. Apple objects to Definition No. 4, defining “Cold-calling” and “cold-call,” as
3 vague, ambiguous, and contrary to the common meaning of these terms. Apple will interpret
4 “cold-calling” and “cold-call” as referring to communicating directly in any manner (including,
5 without limitation, orally, in writing, telephonically, or electronically) with a potential employee
6 who has not applied for a job or otherwise initiated contact with the company making the cold-
7 call.

8 3. Apple objects to Definition No. 5, defining “Co-conspirators,” as vague,
9 ambiguous, and overly broad, and to the extent that it calls for a legal conclusion and assumes
10 facts not in evidence. Purely for purposes of defining terms and without ascribing any other
11 meaning to it, Apple will interpret “Co-conspirators” to consist of Adobe Systems Inc., Apple
12 Inc., Google Inc., Intel Corp., Intuit Inc., Lucasfilm Inc., and Pixar.

13 4. Apple objects to Definition No. 8, defining “Employee,” as overly broad to the
14 extent it purports to include any “messenger,” “agent,” or other person who is not or was not an
15 Apple employee, and to the extent it purports to include employees of any “Defendant,” “Co-
16 Conspirator,” or any entity other than Apple.

17 5. Apple objects to Definition No. 10, defining “Identify,” as vague and ambiguous,
18 overly broad, and unduly burdensome, and to the extent that it seeks information from the period
19 of January 1, 2003 through the present or information that is not in Apple’s possession, custody,
20 or control.

21 6. Apple objects to Definition No. 16, defining “Subsidiary,” “affiliate,” and “joint
22 venture,” and to Definition No. 17, defining “You,” “your,” or “your company,” as overly broad
23 to the extent they include parties and entities outside Apple’s exclusive control, such as
24 predecessors, successors, subsidiaries, affiliates, agents, outside professionals (including but not
25 limited to any third-party recruiting, hiring, or headhunting firm), former directors, officers,
26 employees, or representatives, and all persons purporting to act on Apple’s behalf. Apple
27 responds to the interrogatories based on information in its possession, custody, and control.

1 7. Apple objects to Instruction No. 3, regarding the withholding of information on
2 claim of privilege, to the extent it seeks to impose obligations on Apple exceeding the
3 requirements of the Federal Rules of Civil Procedure or other applicable requirements.

4 8. Apple objects to Instruction No. 4 to the extent it seeks information about the time
5 period of January 1, 2003 through the present, as overly broad, unduly burdensome, and not
6 reasonably calculated to lead to the discovery of admissible evidence. Unless otherwise
7 indicated, Apple responds to these interrogatories for the time period of January 1, 2004 through
8 the present.

9 9. Apple objects to each definition and instruction to the extent it seeks to impose
10 duties or obligations on Apple exceeding the requirements of the Federal Rules of Civil
11 Procedure or Local Rules of the Northern District of California.

12 Each of the above general objections and objections to definitions and instructions
13 (collectively, "General Objections") is incorporated by reference into Apple's specific responses
14 below. By setting forth such specific objections, Apple does not limit or restrict the General
15 Objections set forth above. An objection to all or part of any specific interrogatory, or a
16 statement that Apple will produce responsive information, does not mean that information
17 responsive to that interrogatory or part of the interrogatory exists.

18 **RESPONSES TO INTERROGATORIES**

19 **INTERROGATORY NO. 15**

20 Identify each and every allegedly procompetitive collaboration between you and another
21 company that would not have taken place absent an Agreement between you and any other Co-
22 Conspirator. For each collaboration identified, state all facts which support your contention that
23 the collaboration would not have taken place absent an Agreement.

24 **RESPONSE TO INTERROGATORY NO. 15**

25 Apple incorporates by reference as if set forth herein the General Objections stated above.
26 Apple further objects to this interrogatory and its request for "each and every" collaboration with
27 "another company" as overly broad, unduly burdensome, and seeking information that is not
28 relevant to the subject matter of this lawsuit or not reasonably calculated to lead to the discovery

1 of admissible evidence. Apple further objects to the terms “Agreement” and “Co-Conspirator” as
2 vague, ambiguous, and overly broad, and to the extent that they call for a legal conclusion and
3 assume facts not in evidence. Purely for purposes of defining terms and without ascribing any
4 other meaning to it, Apple will interpret “Co-Conspirators” to consist of Adobe Systems Inc.,
5 Apple Inc., Google Inc., Intel Corp., Intuit Inc., Lucasfilm Inc., and Pixar. Apple further objects
6 to the request to identify collaborations that “would not have taken place absent” an agreement as
7 misstating the legal standard for analyzing alleged restraints under the antitrust laws, which
8 instead look to whether such a restraint may contribute to the success of a cooperative venture
9 and be reasonably necessary to such collaboration.

10 Subject to and without waiving these specific objections and the above-stated General
11 Objections, Apple responds that it has a history of partnering with other technology firms to share
12 resources and expertise in the development of new products and technologies. Apple provides
13 consumers with innovative alternative technology platforms, such as the Macintosh operating
14 system (“Mac OS”), the iPod, and the iPhone. Because customers make decisions to purchase
15 Apple products based in part on the availability of desirable complementary products, Apple must
16 depend on key partners to develop compelling hardware, software, services, and content that can
17 be used on its platforms. If such software and content — such as Adobe software, Google
18 applications, and Pixar content — is not available, customers will choose other platforms with
19 which they can use these offerings. Thus, Apple’s success depends on collaboration with its key
20 partners. Consumers benefit significantly from Apple’s collaborations with other technology
21 firms. These collaborations foster innovation, as evidenced by the groundbreaking innovations
22 that Apple has provided to consumers throughout the past twenty years — including the Mac,
23 iPod, iPhone, and iPad. This innovation would not be possible without these collaborations.

24 Apple’s history bears this out. In the summer of 1997, when Steve Jobs returned to
25 Apple, the company was near death, having lost nearly \$2 billion in two years. At that time, there
26 was widespread concern that application developers were fleeing the Mac platform because
27 Apple’s shrinking market share would not justify the costs required to maintain their applications
28 on the Mac. In turn, customers would purchase PCs if they could not find versions of popular

1 software titles that could run on the Mac. And if more customers abandoned the Mac platform,
2 additional developers would follow suit, resulting in a self-perpetuating downward spiral of
3 customers and developers abandoning the Mac and Apple. Apple's ability to break out of this
4 pattern depended in large part on its ability to collaborate with the developers of complementary
5 products.

6 To permit these relationships to work effectively in an environment of trust and to ensure
7 that the parties focus on their common business interests, Apple has at times decided to refrain
8 from cold calling employees of these key partners and/or has had an understanding with its
9 partners that they would refrain from actively recruiting each other's employees unless those
10 employees indicated an interest in changing employment. This has assured Apple's partners that
11 Apple will not use the knowledge it gains through its collaborations to "cherry-pick" its partners'
12 employees with aggressive solicitations that are uninvited by the targeted employees. Such
13 solicitations are disruptive to the relationship — at the same time one party is insisting that its
14 partner devote significant resources and its most talented employees to a joint project, that same
15 party is making uninvited solicitations to the partner's employees. Such behavior is not
16 conducive to collaborative partnerships.

17 Apple's decisions to refrain from cold calling employees of Adobe, Intel, Google, and
18 Pixar were reasonably necessary for the success of Apple's relationships with each company,
19 respectively.

20 *Adobe:* Customers who use Apple's Mac for content creation have been an important part
21 of Apple's business for more than twenty-five years. Because Adobe's software products serve
22 those same customers, it has been critical that Adobe's software products work effectively on
23 Apple's Mac OS operating system. To achieve this goal, Apple and Adobe have needed to work
24 together closely. Bruce Chizen, Adobe's former CEO, has described the relationship as a
25 "marriage" where "you're in it for the kids," i.e., customers. The relationship dates to the early
26 1980s, when both companies were in their infancy. Together they co-developed PostScript for
27 the Apple LaserWriter, a product that revolutionized the world of printing and ignited the desktop
28 publishing revolution. Since that time, Apple and Adobe have shared a focus on enhancing

1 computing capabilities for visual expression, and frequently have helped publicly launch each
2 company's new products. When Apple switched from PowerPC to Intel processors, for example,
3 Adobe was among the most important of the third party software developers to create and support
4 versions of their applications that ran, and performed well, on both types of systems.

5 Many of the heaviest users of Adobe products, particularly creative professionals, rely on
6 Macs. Adobe considers Apple customers its core customers. And those creative professionals
7 are among the most demanding of Apple's customers: they work with large amounts of data,
8 often on tight deadlines, and require cutting edge performance from their computer software and
9 hardware. When Adobe has developed new software or new versions of its existing software,
10 such as its Creative Suite applications, including Photoshop, After Effects, and InDesign, it has
11 worked with Apple to ensure its users receive the benefit of the software's peak performance on
12 Apple's product lines. Photoshop, like many other Adobe products, was originally only released
13 and available for Macs. Adobe has released more applications on the Mac operating system than
14 virtually any company other than Apple. Similarly, when Apple has introduced a new Mac OS or
15 version of its Mac OS, such as OS X or Snow Leopard, or a new product line, such as the iPod
16 touch, the companies have worked together to enable Adobe's software to take advantage of
17 Apple's advances. This collaboration has required Apple and Adobe to share prototypes of
18 software and hardware, source code, and other highly proprietary and sensitive information.
19 Adobe has shared some of its most confidential and carefully guarded information with Apple
20 and vice versa.

21 This highly successful collaboration has required a relationship of trust. Cold calling
22 Adobe's employees would have injected mistrust and fear into the relationship — fear that Apple
23 would use the relationship to “poach” or “raid” Adobe's employees who have shown no interest
24 in leaving their current positions. It would have detracted greatly from joint activities if Apple —
25 while insisting on the highest level of performance from Adobe — also directed uninvited
26 solicitations to Adobe's employees.

27 Apple further incorporates by reference Adobe's Amended Response to Plaintiffs' Second
28 Set of Interrogatories, Interrogatory No. 15, regarding Adobe's collaborative relationship with

1 Apple.

2 **Intel:** Intel has also been an important collaboration partner to Apple. By 2005, Apple
3 had become dependent on a single microprocessor, the Power PC, and a single microprocessor
4 supplier, IBM. But the Power PC had fallen behind Intel's products in key performance metrics,
5 and Apple concluded that it needed to convert to Intel microprocessors to remain competitive. In
6 June 2005, Apple announced that it would begin producing Intel-based Macs. This was a
7 watershed change for Apple because it required reengineering the Mac OS to run on an entirely
8 different architecture.

9 Apple's collaboration with Intel required a high degree of trust on both sides. Throughout
10 the relationship, Intel has had to share with Apple highly competitive, sensitive details about its
11 microprocessors in advance of their general availability on the market. Apple has likewise had to
12 provide competitively sensitive information about its operating system to Intel, including
13 unannounced future features. The trust essential to this relationship would have been
14 significantly undermined if Apple's recruiters had been making cold calls to Intel employees —
15 particularly more senior employees who played a more important role at Intel. Accordingly,
16 Apple avoided making cold calls to senior level Intel employees throughout its relationship with
17 Intel.

18 Apple further incorporates by reference Intel's Amended and Supplemented Responses to
19 Plaintiffs' Second Set of Interrogatories, Interrogatory No. 15, regarding Intel's collaborative
20 relationship with Apple.

21 **Google:** Apple and Google together have joined Apple's client side devices (laptops,
22 desktops, phones, and other devices) with Google's back end services such as search and
23 mapping. The initial collaboration involved integrating Google search into Apple's Safari web
24 browser, with Google search serving as the default search engine and as part of the Safari home
25 page. As Apple's product lines have grown, this relationship has simultaneously grown to
26 encompass an increasing array of Apple devices. The collaboration has been hugely successful
27 for both companies. For example, as of October 2009, Apple's iPhone was responsible for 30 to
28 40 times more mobile search queries on Google than any other source.

Over time, the relationship has evolved to include the integration of additional Google applications and user services. This integration has enabled Google Maps and Google “my location” functions, including third party applications using Google’s location functions, to be incorporated on Apple’s products. Apple and Google also have collaborated in a variety of other ways: to enable synchronization of a user’s Google contacts into the iPhone; to allow emails from a user’s Google Gmail account to be automatically downloaded to the Mail application on the user’s iPhone; to incorporate Google’s anti-malware and anti-phishing applications on Apple devices; to develop a method by which Apple TV accesses and displays YouTube videos and takes advantage of other YouTube capabilities; and to develop a YouTube application for Apple’s iPhone. Google has also relied on Apple technology for Google products: Apple’s WebKit open source project provides the rendering engine for Google’s Chrome browser. Apple has contributed substantial code and resources to the WebKit project, and engineers from both companies have worked closely on WebKit development projects such as source code modifications and security fixes. As with Apple’s other key collaborations, a relationship of trust and open cooperation has been essential to the success of Apple’s and Google’s joint efforts.

Another important element of the relationship between Apple and Google was the service of Dr. Eric Schmidt, Google’s CEO, on Apple’s Board of Directors from 2006-2009. Apple has unilaterally elected not to cold call employees from companies associated with Apple’s Board of Directors or from companies where Apple employees serve as directors. This practice avoids creating an actual or apparent conflict of interest or any appearance of impropriety arising from a Board member’s dual roles at different companies.

Apple further incorporates by reference any amended or supplemental response by Google to Interrogatory No. 15 regarding Google’s collaborative relationship with Apple.

Pixar: Apple’s relationship with Pixar is distinctive because Steve Jobs co-founded Pixar. From 1997 until 2006, Mr. Jobs was Chairman, CEO, and majority shareholder of Pixar. During this same period, he was the CEO and a Board member of Apple. As CEO of both firms, Mr. Jobs was positioned to identify the key employees of both companies. Mr. Jobs would have been put in an untenable position were Pixar to solicit Apple’s best people and vice versa. To avoid

1 this conflict, each company individually followed a practice of not soliciting the other's
2 employees without prior approval unless, of course, the employee initiated contact.

3 Following Disney's acquisition of Pixar, Mr. Jobs became a Director of the Walt Disney
4 Company and its largest single shareholder. Disney identified Mr. Jobs as a "non-independent"
5 outside director because of his involvement in Pixar. Mr. Jobs was one of the three Pixar
6 members of the Disney-Pixar six-person steering committee, formed after Disney's acquisition of
7 Pixar. Because of Mr. Jobs' continuing important role with Pixar, Apple decided to continue its
8 practice of not cold calling Pixar employees in order to avoid risking even the appearance of
9 impropriety or interference based on Mr. Jobs' positions and contributions to each company.

10 As an outgrowth of their common ownership and resulting historical symbiotic
11 relationship, Apple engineers have provided to Pixar software and tools, such as the uTest
12 software test tool and the source code for Apple's Shake software. Pixar has, in turn, provided
13 important feedback and input to Apple on improvements to these products. This collaboration
14 reflects the integral role that Mr. Jobs played in the leadership and direction of both Apple and
15 Pixar, and provides another reason why Apple's decision not to cold call Pixar employees, and
16 vice versa, fostered the procompetitive aspect of the companies' relationship.

17 Apple further incorporates by reference Pixar's Supplemental Responses to Plaintiffs'
18 Second Set of Interrogatories, Interrogatory No. 15, regarding Pixar's collaborative relationship
19 with Apple.

20 Apple's collaborative relationships with Adobe, Intel, Google, and Pixar exposed Apple to
21 information about the identities and capabilities of each company's key employees and involved
22 access to and interaction with teams of employees at various levels. The composition and size of
23 these collaborative teams changed as priorities within the companies shifted due to a variety of
24 factors, such as emerging technologies and changes in customer demand, and as a result of
25 employee turnover. Apple's decisions not to cold call employees of these key partners were vital
26 to Apple's successful collaborations with each of these companies and to these companies'
27 willingness to engage in future collaborations with Apple.
28

INTERROGATORY NO. 16

If the Agreement between you and any other Co-Conspirator permitted you to participate in each and every specific collaborative joint venture project with another co-Conspirator “freely,” and eliminated “fear that the other company [would] hire away [your] employees,” as you alleged in your Reply Brief, did these collaborative joint ventures occur because the Agreement prevented, hindered, or limited the hiring of one company’s employees by the other? If the answer to this question is “yes,” please state all facts which support your contention. If the answer to this question is “no,” please identify the mechanism or means by which the Agreement allegedly successfully permitted you to participate in each and every specific collaborative joint venture project you allege occurred only because of the Agreement.

RESPONSE TO INTERROGATORY NO. 16

Apple incorporates by reference as if set forth herein the General Objections stated above. Apple further objects to this interrogatory as overly broad, unduly burdensome, and seeking information that is not relevant to the subject matter of this lawsuit or not reasonably calculated to lead to the discovery of admissible evidence. Apple further objects to the terms “Agreement” and “Co-Conspirator” as vague, ambiguous, and overly broad, and to the extent that they call for a legal conclusion and assume facts not in evidence. Purely for purposes of defining terms and without ascribing any other meaning to it, Apple will interpret “Co-conspirators” to consist of Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc., Lucasfilm Inc., and Pixar. Apple further objects to the request to identify collaborations that occurred “because” of an agreement as misstating the legal standard for analyzing alleged restraints under the antitrust laws, which instead look to whether such a restraint may contribute to the success of a cooperative venture and be reasonably necessary to such collaboration. Apple further objects to the statement that any agreement “prevented, hindered, or limited the hiring” of employees as calling for a legal conclusion and assuming facts not in evidence.

Subject to and without waiving these specific objections and the above-stated General Objections, Apple responds that its decisions to refrain from cold calling employees of Adobe, Intel, Google, and Pixar were reasonably necessary for its collaborations with each company, as

described in Apple's response to Interrogatory No. 15. Apple did not refrain from hiring or recruiting employees of Adobe, Intel, Google, or Pixar. Instead, Apple decided that it would refrain only from cold calling such employees. Indeed, Apple actively recruited and hired employees of each company during the alleged class period. Apple refers to its response to Interrogatory No. 15 for further details regarding its collaborations with Adobe, Intel, Google, and Pixar and the importance of those collaborations to Apple's survival and success.

INTERROGATORY NO. 17

State all facts which support your contention that an Agreement between you and any other Co-Conspirator facilitated collaborations between you and that Co-Conspirator, and describe the specific mechanism by which the Agreement facilitated such collaboration.

RESPONSE TO INTERROGATORY NO. 17

Apple incorporates by reference as if set forth herein the General Objections stated above. Apple further objects to this interrogatory as overly broad, unduly burdensome, and seeking information that is not relevant to the subject matter of this lawsuit or not reasonably calculated to lead to the discovery of admissible evidence. Apple further objects to the terms "Agreement" and "Co-Conspirator" as vague, ambiguous, and overly broad, and to the extent that they call for a legal conclusion and assume facts not in evidence. Purely for purposes of defining terms and without ascribing any other meaning to it, Apple will interpret "Co-conspirators" to consist of Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc., Lucasfilm Inc., and Pixar.

Subject to and without waiving these specific objections and the above-stated General Objections, Apple responds by incorporating its responses to Interrogatory Nos. 15 and 16.

INTERROGATORY NO. 18

Identify and describe and all steps you took to prevent hiring, poaching, raiding, or soliciting of your employees by competitor companies pursuant to any Agreement(s) or to enforce any Agreement(s) between you and any Co-Conspirator or you and anyone else.

RESPONSE TO INTERROGATORY NO. 18

Apple incorporates by reference as if set forth herein the General Objections stated above. Apple further objects to this interrogatory as overly broad, unduly burdensome, and seeking

1 information that is not relevant to the subject matter of this lawsuit or not reasonably calculated to
2 lead to the discovery of admissible evidence. Apple further objects to the terms "Agreement" and
3 "Co-Conspirator" as vague, ambiguous, and overly broad, and to the extent that they call for a
4 legal conclusion and assume facts not in evidence. Purely for purposes of defining terms and
5 without ascribing any other meaning to it, Apple will interpret "Co-conspirators" to consist of
6 Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc., Lucasfilm Inc., and Pixar.

7 Subject to and without waiving these specific objections and the above-stated General
8 Objections, Apple responds that, based on investigation to date, it is aware of a few instances in
9 which it communicated with its recruiters and hiring staff regarding its decisions to refrain from
10 cold calling employees of certain of its key partners. Apple is also aware of a few instances in
11 which it communicated with its collaborative partners regarding their understanding that they
12 would refrain from actively recruiting each other's employees unless those employees
13 independently approached the company and indicated an interest in changing employment.

14 **INTERROGATORY NO. 19**

15 Identify your executives, employees, or agents who have substantial knowledge regarding
16 the effect(s) of any Agreement between you and a Co-Conspirator on your alleged ability to
17 engage in procompetitive collaborations or increase output or production.

18 **RESPONSE TO INTERROGATORY NO. 19**

19 Apple incorporates by reference as if set forth herein the General Objections stated above.
20 Apple further objects to this interrogatory as overly broad, unduly burdensome, and seeking
21 information that is not relevant to the subject matter of this lawsuit or not reasonably calculated to
22 lead to the discovery of admissible evidence. Apple further objects to the terms "Agreement" and
23 "Co-Conspirator" as vague, ambiguous, and overly broad, and to the extent that they call for a
24 legal conclusion and assume facts not in evidence. Purely for purposes of defining terms and
25 without ascribing any other meaning to it, Apple will interpret "Co-conspirators" to consist of
26 Adobe Systems Inc., Apple Inc., Google Inc., Intel Corp., Intuit Inc., Lucasfilm Inc., and Pixar.
27 Apple further objects to the term "substantial knowledge" as vague and ambiguous.
28

1 Subject to and without waiving these specific objections and the above-stated General
 2 Objections, Apple responds that Ron Okamoto, Brian Croll, Bob Mansfield, Danielle Lambert
 3 and Tim Cook may have knowledge responsive to this interrogatory.

4 **INTERROGATORY NO. 20**

5 List and identify each and every employee, contractor, agent or agency who were
 6 terminated or disciplined for violation of an Agreement. For each employee, contractor, agent or
 7 agency you identified in response to this interrogatory, identify and describe (a) the Agreement at
 8 issue, including its terms and counterparties, (b) the nature of the violation, and (c) the
 9 disciplinary or termination action taken.

10 **RESPONSE TO INTERROGATORY NO. 20**

11 Apple incorporates by reference as if set forth herein the General Objections stated above.
 12 Apple further objects to this interrogatory as overly broad, unduly burdensome, and seeking
 13 information that is not relevant to the subject matter of this lawsuit or not reasonably calculated to
 14 lead to the discovery of admissible evidence. Apple further objects to the term "Agreement" as
 15 vague, ambiguous, and overly broad, and to the extent that it calls for a legal conclusion and
 16 assume facts not in evidence.

17 Subject to and without waiving these specific objections and the above-stated General
 18 Objections, Apple responds that it is not presently aware of any such Apple employees,
 19 contractors, agents, or agencies.

21 Dated: March 29, 2013

O'MELVENY & MYERS LLP

23 By: /s/ Christina J. Brown

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CERTIFICATE OF SERVICE

I hereby certify that on March 29, 2013, I served the foregoing document by email and by U.S. mail on the following counsel:

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I declare under penalty of perjury under the laws of the United States that the above is true and correct.

Date: March 29, 2013

By: /s/ Christina J. Brown
Christina J. Brown

VERIFICATION

I, Mark Bentley, Senior Director of Executive Search at Apple Inc. ("Apple"), am authorized to make this verification for and on behalf of Apple with regard to Apple's Amended Responses to Plaintiffs' Second Set of Interrogatories, as to Interrogatory No. 15 at page 6, line 11 through page 7, line 19 and page 11, lines 20 through 27, and as to Interrogatory Nos. 16 through 20. I have read the foregoing responses and know the contents thereof. I am informed and believe that the matters stated therein are true and correct, and on that basis verify these responses on behalf of Apple, reserving the right in the event new, additional, or different information is discovered to amend or supplement the responses as necessary.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 4th day of April, 2013, at Sunnyvale, California.

Signed: _____




VERIFICATION

I, Ron Okamoto, Vice President of Developer Relations at Apple Inc. ("Apple"), am authorized to make this verification for and on behalf of Apple with regard to Apple's Amended Responses to Plaintiffs' Second Set of Interrogatories, as to Interrogatory No. 15 at page 7, line 20 through page 9, line 1 and page 10, line 24 through page 11, line 19. I have read the foregoing responses and know the contents thereof. I am informed and believe that the matters stated therein are true and correct, and on that basis verify these responses on behalf of Apple, reserving the right in the event new, additional, or different information is discovered to amend or supplement the responses as necessary.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 4 day of April, 2013, at Cupertino, California.

Signed: 

VERIFICATION

I, Bob Mansfield, Senior Vice President of Technologies at Apple Inc. ("Apple"), am authorized to make this verification for and on behalf of Apple, with regard to Apple's Amended Responses to Plaintiffs' Second Set of Interrogatories, as to Interrogatory No. 15 at page 9, lines 2 through 20. I have read the foregoing responses and know the contents thereof. I am informed and believe that the matters stated therein are true and correct, and on that basis verify these responses on behalf of Apple, reserving the right in the event new, additional, or different information is discovered to amend or supplement the responses as necessary.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 4th day of April, 2013, at Cupertino, California.

Signed: Robert J Mansfield

VERIFICATION

I, Brian Croll, Vice President of OS X Product Marketing at Apple Inc. ("Apple"), am authorized to make this verification for and on behalf of Apple with regard to Apple's Amended Responses to Plaintiffs' Second Set of Interrogatories, as to Interrogatory No. 15 at page 9, line 21 through page 10, line 23. I have read the foregoing responses and know the contents thereof. I am informed and believe that the matters stated therein are true and correct, and on that basis verify these responses on behalf of Apple, reserving the right in the event new, additional, or different information is discovered to amend or supplement the responses as necessary.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this _____ day of April, 2013, at Cupertino, California.

Signed: Brian Croll